RESOLUTION NO. 8

A RESOLUTION AUTHORIZING THE MAYOR AND City Recorder OF THE CITY OF Elgin TO EXECUTE AND ENDORSE AN AGREEMENT WITH THE LEAGUE OF OREGON CITIES GOVERNING THE LEAGUE STATUS AS A UNIT OF LOCAL GOVERNMENT, SIMILAR TO OTHER COOPERATIVE INTER-GOVERNMENTAL AGENCIES IN WHICH CITIES CREATE AND PARTICIPATE.

WHEREAS, the Council has found that it is necessary and desirable to endorse and adopt the agreement proposed by the League of Oregon Cities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elgin that the Mayor and City Recorder are hereby authorized to execute and endorse the agreement with the League of Oregon Cities of which the City of Elgin is a member, governing the League status as a unit of local government, similar to other cooperative inter-governmental agencies that cities create and participate in, all this in the State of Oregon, upon the terms and conditions as set forth in an agreement entitled "Inter-governmental Agreement of Oregon Cities," a copy of which is attached hereto as Exhibit "A," and incorporated by reference herein.

DATED this 10th day of April, 1984.

Russell Hug - Mayor

Melvin Wood

Ethel Smith

Pat McMahon

Galen M Clark

City Council

ATTEST:

Betty Hake

City Recorder

EXHIBIT "A"

INTERGOVERNMENTAL AGREEMENT OF OREGON CITIES

THIS AGREEMENT made and entered into this 3rd day of January, 1983 by each city of the State of Oregon agreeing to enter into the same by ordinance or resolution, and every other city having also so agreed and being collectively referred to herein as "CITIES", now therefore

W I T N E S S E T H:

RECITALS:

1. This is an agreement for intergovernmental cooperation by units of local government under ORS 190.010 to ORS 190.110 inclusive, in performing functions and providing services which all of the parties have authority to perform and provide.

2. For purposes of this agreement the organization created by the Cities to perform certain functions and activities herein set forth shall be deemed a consolidated department of all of the Cities who are parties to this agreement to carry the same out by a combination of methods provided for in ORS 190.020.

3. This agreement reduces to writing the terms, conditions, purposes and objects of services, functions and activities of the League of Oregon Cities performed since 1926 as a cooperative and joint endeavor of Oregon Cities. Nothing herein is intended to change its status as a political subdivision of the State of Oregon, and an instrumentality of the State and its Cities for better administration of public

affairs, and an agency or instrumentality for performing governmental functions owned and controlled by the Cities of Oregon.

THE CITIES OF OREGON BECOMING PARTIES HERETO AGREE:

I. ACTIVITIES:

1. To form and continue an organization for the cooperative provision of local governmental services, to perform governmental purposes and functions as hereinafter set forth under the name of the League of Oregon Cities, hereinafter referred to as the "League".

2. The League of Oregon Cities shall have the following purposes and functions:

a. To maintain an organization to secure cooperation among the cities of the state by thorough study of local problems, and in the application of efficient methods to local government;

b. To provide a means whereby officials may interchange ideas and experiences and obtain expert advice;

c. To collect, compile and distribute to municipal officials, information about municipal government and the administration of municipal affairs;

d. To engage in the study and preparation of uniform ordinances and practices;

e. To formulate and promote such legislation as will be beneficial to the cities of the state and the citizens thereof and to oppose legislation detrimental thereto but not to expend monies in favor of or in opposition to any public measure initiated

by or referred to the people, or for or against the election of any candidate for public office;

f. To provide such services to cities as cities may authorize and require through the League of Oregon Cities, including but not limited to assistance in collective bargaining with employees,[1] liability,[2] casualty,[2] health insurance and other employee benefits,[3] and the provision of joint facilities for local governments with other governmental units acting singly or cooperatively. To that end the League may create or participate in appropriate entities and trusts which are suitable and convenient for carrying out its purposes;

g. To secure harmony of action among municipalities in matters that affect the rights and liabilities of cities;

h. To institute or participate in litigation in the name of a member city, upon request of such city, or in its own name for the purpose of securing a determination relative to the rights and liabilities of cities of Oregon under any constitutional provision, statute or ordinance; to appear as friend of the Court in any Court proceeding wherein the rights and liabilities of cities are affected; to appoint or employ counsel for the purpose herein mentioned;

i. To adopt and amend, from time to time, such rules, regulations, constitution and by-laws are as not inconsistent with this agreement;

j. To do any and all other things necessary or proper for the benefit of the cities of Oregon which the cities themselves might do singly or in cooperation with other units or agencies of government.

II. GOVERNANCE AND CONTROL; MEETINGS:

1. Governance and control of the organization shall be exercised through its Executive Committee consisting of the officers of the League, in the manner provided in the Constituion of the League of Oregon Cities in effect at the time of the execution of this agreement. The Executive Committee shall possess all powers necessary to carry out the provision of this agreement and the specific purposes and functions set forth in Section I. ACTIVITIES, including but not limited to, the power on behalf of the League of Oregon Cities, directly or through other entities, to rent, lease, purchase, receive and hold property, both real and personal, and to rent, lease, mortgage, hypothecate, sell or otherwise dispose of the same.

2. Said Constitution and any rules, regulations and by-laws not inconsistent with this agreement may be adopted and amended from time to time as therein provided.

3. Meetings of the League shall be held as provided in the Constitution.

III. PROVISION OF FUNDS:

1. The cities shall provide the revenues for payment of expenses incurred in the performance of the functions and activities of the League by the payment of annual fees or

assessments based upon the populations of the respective cities entering into this agreement, as established by the Executive committee no later than February 1 of any calendar year. The assessment is levied for the fiscal year beginning on July 1, in an amount sufficient to finance the expenses of the League for each year.[4]

2. An annual charge, established by the Executive Committee, may also be made to separate boards or commissions of any city also desiring to participate in activities of the League.

3. The Executive Committee may also request voluntary contributions in addition to the annual fee or assessment for activities authorized by this agreement.

4. The League may also make such other charges for direct services furnished to cities or others as the Executive Committee may approve, including a charge for affiliation other than by membership.

5. Incidental income from any activity shall be devoted solely to the governmental purposes of the League and its member cities. No profit from any activity shall inure to the benefit of any private person, firm or corporation.

6. No funds shall be expended except upon a vote of the Executive Committee and in furtherance of the objects and purposes of the League. All funds, revenues and expenditures of the League shall be audited at least annually.[5]

IV. EXECUTIVE DIRECTOR-EMPLOYEES:

The Executive Director shall be the chief administrative officer of the League and be responsible to the Executive Committee for such duties as may be assigned by it. The League, through the Executive Director, may employ such other employees as necessary to carry out the purposes, activities and functions of the League under this agreement. This agreement does not contemplate the transfer of any personnel.[6]

V. DURATION-TERM:

The term of this agreement shall be perpetual unless otherwise limited by city charter.[7] The parties hereto shall have the right to terminate their participation herein as a party at any time, by ordinance or resolution forwarded to the Executive Director. The entire agreement may be terminated at any time by a two-thirds vote of the cities then participating.[8] The agreement may be amended at any time, by agreement with each city participating by ordinance or resolution in the same manner as originally entered into.

VI. RIGHTS UPON TERMINATION

Upon termination of the agreement the cities then participating shall mutually agree upon the division of assets and liabilities, including accrued personnel benefits. If litigation becomes necessary then venue shall be established in the Circuit Court of Multnomah, Marion or Lane County to determine that transfer or division.[9] No city shall be liable, upon termination, for any dues, charges, assessments or other

liabilities of any kind beyond the year in which such city creases to participate or in which the agreement is terminated.

VII. EXECUTION

The resolution or ordinance of each participating city agreeing hereto shall be placed on file with the original of this agreement.

City of Elgin, a municipal corporation

By Russell Thys (Mayor)

By _____

ATTEST:

Betty Hulse